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4-1-1967

Retail Food and Liquor Employers and Retail Clerks Local Union 1288

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Retail Food and Liquor Employers and Retail Clerks Local Union 1288

Location

Merced, CA; Mariposa, CA; Madera, CA; Fresno, CA; Tulare, CA; King, CA

Effective Date

4-1-1967

Expiration Date

4-1-1968

Number of Workers

2000

Employer

No employer specified

Union

Retail Clerks Union

Union Local

1288

NAICS

44

Sector

P

Item ID

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Keywords

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Comments

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AUG 1 1967

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MEMORANDUM AGREEMENT

THIS MEMORANDUM AGREEMENT made and entered into this _____ day of April, 1967, by and between RETAIL CLERKS UNION, LOCAL NO. 1288, RCIA, AFL-CIO, hereinafter referred to as the UNION, and _____, hereinafter referred to as the EMPLOYER,

WITNESSETH:

The collective bargaining agreement between the parties effective April 2, 1964, is hereby amended, renewed, and extended as follows:

SECTION 1. RECOGNITION AND CONTRACT COVERAGE.

Subparagraph (4) of Subsection (b) and Subsection (c) are deleted.

A new Subsection (c) is substituted to read:

(c) Employers who elect to employ supervisors in their stores who shall be excluded from coverage by this Agreement, shall keep the Union supplied with an up-to-date list of the names of such supervisors; provided that, if the Employer desires to exclude only the over-all supervisory manager of each store, a notification to the Union of this fact shall satisfy the requirements of this subsection.

SECTION 3. DISCHARGE AND DISCRIMINATION - NOTICE PAY.

Add the following to Subsection (b) Discharge:

There shall be a probationary period of thirty (30) days during which an employee may be discharged without right of appeal if the Employer determines the employee is not qualified to perform the work required.

Delete Subsection (c) LAYOFFS AND REHIRE and substitute a new section entitled SENIORITY, which shall be identical to the seniority sections of the 1967 S.F. Bay Area Retail Clerks Unions collective bargaining agreements, except that in the Local 1288 agreement seniority shall be on a store by store basis outside the metropolitan area of Fresno.

Delete Subsection (f) EMPLOYEE NOTICE OF TERMINATION.

SECTION 4. WORKING HOURS, OVERTIME AND PREMIUM PAY.

Amend Subsection (e) SUNDAY PREMIUM RATE to provide that all work performed on Sundays within the five day work week shall be paid at time and two-thirds the straight time rate of pay.

Amend Subsection (k) to guarantee all full-time employees 8 hours work or pay in lieu thereof, and all part-time employees 4 hours work or pay in lieu thereof, when called to work Sundays or holidays.

Add a new Subsection to read:

Any employee scheduled to work a shift in which his normal lunch period will fall after midnight and before 6:00 A.M. shall be scheduled to work eight hours within eight hours, and shall be allowed to eat his lunch while on the job.

Add a new Subsection to read:

Employees working any hours on Sunday or holidays shall be paid the premium pay as provided for in this agreement for the hours worked between 12:01 A.M. and 12:00 midnight on that day.

SECTION 6. VACATIONS.

Add a provision for a joint study of funded vacations as agreed in the 1967 collective bargaining agreements of the San Francisco Bay Area Retail Clerks Unions.

SECTION 7. SCHEDULE OF WAGES.

Amend to read:

The following shall be the minimum scale of wages paid to all full-time employees:

	<u>Weekly</u>	<u>Hourly</u>
Effective April 1, 1967		
Clerks	\$137.40	\$3.435
Head Clerks	147.40	3.685
Head Produce Clerks, Assistant Manager	150.90	3.7725
Relief Managers, Managing Clerks	167.40	4.185
Apprentice Clerks:		
1st 3 mo. Exp. (Less than 520 hrs.)	82.44	2.061
2nd 3 mo. Exp. (520 hrs.)	96.18	2.4045
3rd 3 mo. Exp. (1,040 hrs.)	109.92	2.748
4th 3 mo. Exp. (1,560 hrs.)	123.66	3.0915

Student Clerks:	Hourly
First 13 weeks	\$ 2.01
Thereafter Apprentice and experienced Clerks' rates according to experience.	

SECTION 8. CLASSIFICATION OF EMPLOYEES

Amend to conform to the classification definitions and provisions set forth in 1967 collective bargaining agreements of the San Francisco Bay Area Retail Clerks Unions.

Amend Subsection (g) DEMONSTRATORS to conform to the 1967 collective bargaining agreement of Retail Clerks Union, Local 648.

Delete Subsection (h) NEW CLASSIFICATIONS.

SECTION 11. GENERAL PROVISIONS.

Delete Subsection (g) LEAVES OF ABSENCE and substitute a new section entitled LEAVES OF ABSENCE which shall be identical to the leaves of absence sections of the 1967 collective bargaining agreements of the San Francisco Bay Area Retail Clerks Unions.

Amend Subsection (i) RELIEF PERIODS to read:

No employee shall be denied the right to necessary or required relief. All employees shall be allowed an unscheduled ten-minute break in the first half of their shift prior to the meal period, and an unscheduled ten-minute break in the last half of their scheduled shift prior to quitting time.

SECTION 13. ADJUSTMENT AND ARBITRATION

Amend to conform to the 1967 collective bargaining agreements of the San Francisco Bay Area Retail Clerks Unions.

SECTION 15. GROUP INSURANCE - HEALTH AND WELFARE.

Amend to provide that effective June 1, 1967, the Employer's contributions to the Valley Clerks Fund shall be increased in an amount equal to the increased costs of the health and welfare plan of benefits provided for in the 1967 collective bargaining agreements of the San Francisco Bay Area Retail Clerks Unions.

SECTION 16. PENSIONS.

Amend to make identical to the pension sections of the 1967 collective bargaining agreements of the San Francisco Bay Area Retail Clerks Unions.

SECTION 17. SICK LEAVE.

Amend to provide that effective June 1, 1967, the Employer's contributions to the Valley Clerks Trust Fund shall be increased in an amount equal to the increased costs of the sick leave plan of benefits provided for in the 1967 collective bargaining agreements of the San Francisco Bay Area Retail Clerks Unions.

TRANSFER OR REMOVAL OF WORK.

Add a new section which shall be identical to the sections entitled TRANSFER OR REMOVAL OF WORK contained in the 1967 collective bargaining agreements of the San Francisco Bay Area Retail Clerks Unions.

SECTION 18. TERM OF AGREEMENT.

Amend to provide for a term commencing April 1, 1967 and extending to April 1, 1968.

All terms and conditions of the collective bargaining agreement covering the period from April 2, 1964 to April 1, 1967 which are not amended as hereinabove provided shall be incorporated in the new collective bargaining agreement between the parties for the period from April 1, 1967 to April 1, 1968.

IN WITNESS WHEREOF the parties hereto have, by their duly authorized representatives, affixed their signatures on the date and year first hereinabove written.

FOR THE UNION

RETAIL CLERKS UNION, LOCAL
1288, RCIA, AFL-CIO

By _____

FOR THE EMPLOYER

(Firm Name)

By _____

AUG 1 1967

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

May 15, 1967

Mr. George Kisling, President
Retail Clerks International Association
Local #1288
265 North Fresno Street
Fresno, California 93701

Gentlemen:

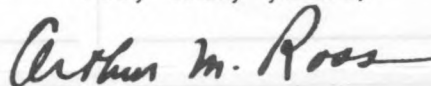
We have in our file of collective bargaining agreements a copy of your agreement(s), as listed on the reverse side.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,



Arthur M. Ross
Commissioner

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT _____
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business _____
4. If previous agreement has been extended without change, indicate new expiration date _____

George Kisling (Your name) Pres. (Position)
265-N. Fresno Street (Street) Fresno Calif 93701 (City and State)

Identification of employer or employer group	Name of union	Number of employees normally covered by agreement
Employer: <u>Downtown Ladies Ready-to-Wear</u> 550579 <u>Fresno, California</u> Product: <u>THIS AGREEMENT EXPIRED IN JANUARY 1966.</u>	<u>Retail Clerks International</u> <u>Association local #1288</u>	I 300 D E N T I C A L
Employer: <u>Downtown Men's Stores</u> 551820 <u>Fresno, California</u> Product: <u>THIS AGREEMENT EXPIRED IN JANUARY 1966.</u>	<u>Retail Clerks International</u> <u>Association local #1288</u>	
Employer: <u>Retail Food and Liquor</u> 6744 <u>California</u> Product: <u>THIS AGREEMENT EXPIRED IN MARCH 1967.</u>	<u>Retail Clerks International</u> <u>Association local #1288</u>	1300
Employer: _____ Product: _____	_____ _____	_____ _____
Employer: _____ Product: _____	_____ _____	_____ _____
Employer: _____ Product: _____	_____ _____	_____ _____
Employer: _____ Product: _____	_____ _____	_____ _____
Employer: _____ Product: _____	_____ _____	_____ _____
Employer: _____ Product: _____	_____ _____	_____ _____

WFO #570617